

**Request for Proposal (RFP)**

**for the**

**Croft Street Wooden Bridge Improvement Project**

**City of Carrollton, Georgia  
May 2010**

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## **REQUEST FOR PROPOSAL**

Sealed Proposals will be received by the **City of Carrollton at Carrollton City Hall, 315 Bradley Street, Carrollton, Georgia 30117.**

**10:00 A.M., Local Time on June 1, 2010**

for the Project known as:

### **City of Carrollton Croft Street Wooden Bridge Improvements**

at which time and place the Proposals will be publicly opened and the price read aloud. Proposals received after the designated time will not be considered and will be returned unopened. Proposals may only be submitted by General Contractor Companies who are Licensed in the State of Georgia. Proposals must have the Name and License Number of the Contractor Company or Contractor Individual (a Qualifying Agent License is not acceptable) on the outside of the envelope. The OWNER of the project is the City of Carrollton, Georgia. All Proposals shall be clearly marked: "Sealed Proposal, Attention: Timothy C. Grizzard, P.E., Assistant City Manager."

All Proposals will be evaluated by a committee made up of the Assistant City Manager, the City Engineer, and the Public Works Director.

The Project will be awarded based on the following criteria:

Contractor's experience with the repair, maintenance, or construction of Wooden Bridges – 25%

Experience and Qualifications of Project Staff - 25%

Completeness and Suitability of the Proposal -25%

Bid Price – 25%

Each of these criteria will be graded on a scale of 1 to 10 by the committee and will then be multiplied by their respective weighting factor. The Contractor with the highest points will be recommended to the Mayor and Council for project award.

The RFP may be downloaded from the City of Carrollton website, [www.carrollton-ga.gov](http://www.carrollton-ga.gov), or may be purchased at City Hall at a cost of \$10.

City of Carrollton  
Carrollton, Georgia

Request for Proposal (RFP)  
for the  
Croft Street Wooden Bridge Improvement Project

The City of Carrollton, Georgia requests proposals from qualified General Contractors to make repairs to the Croft Street Wooden Bridge. This historic structure spans the Norfolk Southern Railroad along Croft Street within the city limits of Carrollton, Georgia.

Only firms that hold a current Georgia General Contractors License may submit a proposal. The name and license number of the Contractor Company or Contractor Individual (a Qualifying Agent License is not acceptable) must be on the outside of the envelope or the proposal will not be opened.

Qualified Contractors shall submit a proposal for the repair and upgrade of the bridge and shall make their own examination and satisfy themselves as to the scope of repairs and upgrades that are necessary. Such scope shall be included in their proposal but shall include, at a minimum, the following:

- Removal of the existing handrail
- Removal of the existing bridge decking
- Replacement of all rotted timbers
- Adjust the Bridge Trusses so that the Bridge is aligned (surveys indicate that the center of the bridge span is 8" out of alignment with the ends)
- Adjust or shim the Bridge Truss Cross Members, the Stringers and the Joists so that the deck is level from east to west direction.
- Fasten all Bridge Timbers and Framing Members in a manner that will not become loose due to the impact of the bridge traffic
- Replace the bridge decking with new, 8" thick, pressure treated, rough sawn decking timbers or approved equal
- Fasten the new decking lumber to the joists and stringers in such a way that the decking will not bounce, will not shift from side to side, and will not work loose due to the impact of the bridge traffic. The Contractor shall make his own proposal as to the type of fastener to use.
- Replace and repair the handrail, including the wooden curbing at the base of the handrail.

All fasteners shall meet or exceed those presently in use. All fasteners shall be configured in such a manner that any movement in the bridge shall not result in the fasteners working loose. Springs between the washer and nut, locking nuts, peaning the bolt, or other suitable connection shall be used. The Contractor shall make his own proposal as to the type of fastener to use.

**NEITHER WELDING, CUTTING, NOR ANY SOURCE OF FLAME SHALL BE ALLOWED WITHIN 100 FEET OF THE BRIDGE.**

## **BONDING**

The Contractor's bid price shall be a lump sum, and shall include all the work that he proposes. A 5% Bid Bond must accompany the Proposal. Payment and Performance Bonds in the amount of 100% of the project price must be provided by the selected Contractor. The City reserves the right to purchase the major material package directly from the supplier in order to save material markup, sales tax, and the cost of Payment and Performance Bonding. This material package is defined as the new bridge decking, major timbers and all of the fasteners. Failure of the Contractor to provide Payment and Performance Bonding, failure to provide specified insurance, or failure to enter into the specified Contract Documents shall be grounds for the Contractor losing his Bid Bond to the City. All Bonding shall be in a form acceptable to the City as specified by the attached Bid, Payment and Performance Bond documents.

The City will accept, in lieu of bonding, a certified check or letter of credit, made payable to the City. A personal check is not acceptable.

## **CONTRACT**

The selected Contractor shall enter into a performance contract with the City (see Attached).

## **INSURANCE**

See Attached Contract

## **PROPOSAL CONTENTS**

The proposal shall include the following items at a minimum:

A clear and concise description of the Contractor's experience as it pertains to this type of work. A list of similar or related projects along with references, including their contact information. Failure to provide current contact information for references shall be grounds for a lower grade. This portion of the proposal is worth 25%.

Resumes of all proposed staff, including the proposed Project Superintendent and the proposed Structural Engineer. The Structural Engineer must be a Professional Engineer, Registered in the State of Georgia, and shall have significant experience with Timber Bridge type of structures. This portion of the proposal is worth 25%.

A clear and concise description of the proposed work. This shall include repair methods, proposed fasteners, order that the work shall be accomplished, scope of repair including timbers proposed to replace, and any and all other work that the Contractor proposes to accomplish. Additional scope, that the Contractor proposes, as a result of his investigation, shall be considered. This portion of the proposal shall include a schedule. This portion of the proposal is worth 25%.

Proposal Bid Price. The Contractor shall include in his price all material, labor, and staff engineering to perform the base bid. Negotiations for the City to purchase the major material package shall be accomplished with the selected Contractor. Should the Contractor propose additional work based on either problems that he has identified in his investigation or as enhancements to the project, these items shall be proposed as alternatives. The City shall base its evaluation of this portion of the project on the base bid unless additional work proposed is needed for the purpose of public safety. In either case, the City reserves the right to use or not use the alternates, in its evaluation and ratings, based on whatever is in the best interest of the City. This portion of the proposal is worth 25%.

The Contractor may include whatever other information he deems pertinent to the project in addition to that specified above.

Failure to perform to the terms specified in the Contract, to meet the proposed schedule, to comply with the Proposal, or to provide the key personnel specified in the Proposal shall be grounds for loss of Bid, Payment, or Performance Bonds.

## **CONTRACT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereinafter called the "Contractor") and the City of Carrollton, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter called the "City").

**FOR AND IN CONSIDERATION OF** the mutual covenants, promises, and agreements set forth herein – the adequacy and sufficiency of which is hereby acknowledged – the parties hereto agree as follows:

### **ARTICLE 1: SCOPE OF WORK.**

Unless otherwise noted, the Contractor agrees to provide all the materials, equipment and labor necessary for the complete construction of all the work shown on the Plans and described in the Specifications provided by the City for the **Croft Street Wooden Bridge Improvement Project** and to do everything required by the Specifications and Plans. In this regard, the Contractor and City agree that the Specifications and the Plans, and all Addenda thereto, together with the Contractor's Bid Proposal and this Agreement, form the Contract and that such Specifications and Plans are as fully a part of the Contract as if attached or herein repeated.

### **ARTICLE 2: EFFECTIVE DATE AND NOTICE-TO-PROCEED.**

The effective date of this Agreement is the day and year first above written. Within thirty (30) days of the effective date, the City will issue to Contractor a notice to proceed. Following the receipt of the notice-to-proceed, Contractor shall commence as soon as practicable the work described herein.

### **ARTICLE 3: COMPLETION DATE AND LIQUIDATED DAMAGES.**

The Contractor agrees that the work contemplated by this Agreement shall be entirely completed on or before \_\_\_\_\_ calendar days from the Contractor's receipt of the notice-to-proceed. The Contractor agrees that liquidated damages will be assessed for each consecutive calendar day of delay in the completion of work (Sundays and legal holidays excluded) at a rate of five hundred dollars (\$500.00) per day.

### **ARTICLE 4: PAYMENT.**

The City agrees to pay the Contractor in current funds for the performance of this Agreement the sum of \_\_\_\_\_ (\$\_\_\_\_\_), subject to any approved change orders that shall be negotiated between the parties and executed in writing by both parties hereto. On or before the fifteenth (15<sup>th</sup>) day of each month, Contractor shall submit an invoice to the City for the

work completed by the Contractor during the previous calendar month. Thereafter, the City shall have ten (10) days from receipt of the invoice to review the invoice and notify the Contractor of any disputed items contained in the invoice. If there are no disputed items, the City will pay the Contractor the amount reflected in the invoice within ten (10) days from receipt of the invoice. If there are disputed items, the City will pay that portion of the invoice not in dispute, and the parties will attempt in good faith to resolve the disputed items for a period of thirty (30) days. If the disputed items cannot be resolved within thirty (30) days, then either party may proceed with an action in the Superior Court of Carroll County with respect to the disputed items, with each side bearing its own costs and fees for proceeding with such action.

#### **ARTICLE 5: CHANGE ORDERS.**

The City, at its sole discretion, may negotiate and issue one or more change orders to the Contractor, without the necessity of obtaining any additional bids, when appropriate or necessary in the performance of this Agreement and completion of the project. To be valid, the change order must be in writing and signed by an authorized representative of the City and the Contractor.

#### **ARTICLE 6: LOCATION FOR PERFORMANCE, JURISDICTION, AND VENUE.**

Contractor understands and agrees that the performance of this Agreement is to occur within Carroll County, Georgia. As an integral part of the consideration for City entering into this Agreement, the Contractor agrees that jurisdiction and venue for all actions, claims or other legal proceedings concerning this Agreement shall lie in Carroll County, Georgia. In addition, all matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Georgia.

#### **ARTICLE 7: INDEMNIFICATION AND JOB-SITE SAFETY.**

As a material inducement to the execution of this Agreement, the Contractor – for itself and for any subcontractor or person (including, but not limited to, the employees of the Contractor and any subcontractor) that performs any of the work described herein – agrees that it shall indemnify and forever hold the City and the City's agents, servants, and employees harmless for any and all injuries, damages, claims, demands, actions, and costs, including but not limited to attorney's fees, court costs, and expenses of litigation, of any kind or character whatsoever, arising from or associated with any claims of personal injury or property damage resulting from or relating to the work described herein.

Furthermore, the City shall have no responsibility for job-site safety, and all job-site safety and related matters shall be the sole responsibility of the Contractor.



## ARTICLE 8: INSURANCE.

Contractor shall purchase and maintain such liability and other insurance relating to Contractor's performance under this Agreement, which may arise out of or result from the following: (1) claims under workers' compensation, disability benefits, and other similar employee benefit acts; (2) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees; (4) claims for damages insured by reasonably available personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or by any other person for any other reason; (5) claims for damages due to injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and (6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle. The City (as well as its officers, agents, employees, attorneys, consultants, and other representatives) shall be named as an additional insured under any such policies covering items 3 through 6 above. In addition, said insurance purchased and maintained by Contractor shall include coverage for its indemnity obligations set forth in Article 7 above.

Said insurance purchased and maintained by Contractor shall include the specific coverages and at least the limits of liability provided as follows:

1. Workers' Compensation:
  - a. State: Statutory Limit
  - b. Federal: Statutory Limit
  - c. Employer's Liability: \$1,000,000/1,000,000/1,000,000
2. Contractor's General Liability, which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:
  - a. General Aggregate: \$2,000,000
  - b. Products and completed operations, aggregate: \$2,000,000
  - c. Personal and Advertising Injury: \$1,000,000
  - d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

f. Excess or Umbrella Liability:

General Aggregate                      \$3,000,000

Each Occurrence                      \$1,000,000

3. Automobile Liability:

a. Combined Single Limit of Bodily Injury and Property Damage: \$2,000,000

Finally, said insurance purchased and maintained by Contractor shall: (1) contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to City and Contractor; and (2) remain in effect at least until final payment hereunder and at all times thereafter when Contractor may be correcting, removing, or replacing defective work.

**ARTICLE 9: WARRANTY OF WORK.**

The Contractor shall warranty his work for a period of one (1) year from the date of acceptance by the City. Acceptance shall be in writing.

**ARTICLE 10: KEY PERSONNEL.**

The Contractor shall not substitute key personnel specified in his Proposal with other personnel without the express, written permission of the City.

**ARTICLE 11: SUSPENSION AND TERMINATION.**

At any time and without cause, City may suspend the work described herein or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to Contractor, and City will fix the date on which the work will be resumed. Contractor shall resume the work on the date so fixed. Contractor shall be granted an adjustment in the time for the completion of the work directly attributable to any such suspension.

Upon the occurrence of any one or more of the following events, the City may terminate this Agreement for cause: (1) Contractor's persistent failure to perform the work in accordance with this Agreement (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment to perform the work described hereunder); or (2) Contractor's disregard of any applicable laws or regulations.

**ARTICLE 12: NOTICES.**

Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the City or Contractor, as the case may be, at the addresses set forth below:

City:

Contractor:

Timothy C. Grizzard, P.E.  
Assistant City Manager  
City of Carrollton  
315 Bradley Street  
Carrollton, Georgia 30117

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 13: SEVERABILITY.**

If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party.

**ARTICLE 14: VOLUNTARY AGREEMENT AND ASSIGNABILITY.**

Each party hereto warrants and represents that such party has entered into this Agreement voluntarily, and that such party has carefully read the Agreement. The Contractor and the City – for themselves, their successors, executors, administrators, and assigns – hereby agree to the full performance of the covenants herein contained. However, this Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto.

**ARTICLE 15: MULTIPLE COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same Agreement.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals the day and year first above written.

(Affix City Seal)

**THE CITY OF CARROLLTON, GEORGIA**

By: \_\_\_\_\_  
Wayne Garner  
Mayor

Attest:

\_\_\_\_\_  
Jim Triplett  
City Clerk

**[CONTRACTOR]**

(Affix Corporate Seal)

By: \_\_\_\_\_  
[name]  
[title]

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Notary Public

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Carrollton, Carrollton, Georgia in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the City a Bid for construction of the City of Carrollton Georgia **Croft Street Wooden Bridge Improvements Project**.

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within 10 days of receipt of conformed Contract Documents, execute a Contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Contract Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the City, each in an amount of 100 percent of the total Contract Price, in form satisfactory to the City, then this obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 et seq. and all provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has here under affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and sealed this \_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_.

IN THE PRESENCE OF:

\_\_\_\_\_(SEAL)  
(Principal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_(SEAL)  
(Surety)

\_\_\_\_\_  
(Title)

## PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE CITY OF CARROLLTON, GEORGIA AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Legal Title and Address of the Contractor)

as Principal (hereinafter referred to as "Principal") and

\_\_\_\_\_  
(Legal Title and Address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the

### City of Carrollton, Georgia

as Obligee (hereinafter referred to as "City"), for the use and benefit of claimants defined, hereinafter, in the amount of \_\_\_\_\_ Dollars (Insert Contract Amount) (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the City dated \_\_\_\_\_ for the **Croft Street Wooden Bridge Improvements Project** in accordance with the Plans, Specifications, Addenda thereto and final accepted Bid Proposal of the Principal dated \_\_\_\_\_, which Contract, Plans and Specifications, Addenda thereto and final Bid Proposal are incorporated herein by reference and made a part hereof, and are hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or plans accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such

change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work or to the specifications or plans.

2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said Contract.
3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Contractor furnishing said payment bond shall have the right of action upon the said payment bond upon giving written notice to said Contractor within ninety days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90 day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the Contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department or, notice may be served in any manner authorized by law to serve summons or process. Every suit instituted under this Section shall be brought in the name of the claimant without the City being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefore who submits an affidavit that he had supplied labor or materials for such work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the Contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the amount the superior courts are permitted to charge for similar copies.



4. No action can be instituted on this bond after one year from the date of the final acceptance of the work by the City.
5. It is expressly agreed by the Principal and the Surety that the City, if it desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, equipment, or services provided in the prosecution of the work.
6. This bond shall be considered the same as a bond furnished under O.C.G.A. § 36-91-1, et seq., as amended, and all provisions of law pertaining to bonds furnished under said Chapter shall pertain hereto.
7. The Surety, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under the Contract or this bond, shall be subject to the jurisdiction and venue of the Superior Court of Carroll County, Georgia. The Surety does agree, by execution of these documents, that jurisdiction and venue in said forum is proper and appropriate since performance of the underlying Contract for which this bond is executed is to be accomplished within Carroll County, Georgia.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_\_\_\_.

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(SEAL)

## PERFORMANCE BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE CITY OF CARROLLTON, GEORGIA AS OBLIGEE CONDITIONED UPON PAYMENT OF ALL SUBCONTRACTORS, SUPPLIERS, AND CLAIMANTS THEREUNDER WHO FURNISH LABOR, MATERIALS, EQUIPMENT, OR SERVICES IN THE PROSECUTION OF THE WORK UNDER THIS CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Legal Title and Address of the Contractor)

as Principal (hereinafter referred to as "Principal") and

\_\_\_\_\_  
(Legal Title and Address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the

### City of Carrollton, Georgia

as Obligee (hereinafter referred to as the "City"), for the full and complete performance of the Contract between the Principal and the City, to which performance the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with City dated \_\_\_\_\_ for the **Croft Street Wooden Bridge Improvements Project** in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (Insert Contract Amount), to be performed in accordance with the Plans and Specifications, Addenda thereto and final accepted Bid Proposal of the Principal dated \_\_\_\_\_, which Contract, Plans and Specifications, Addenda thereto and final Bid Proposal are incorporated herein by reference and made a part hereof, and are hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said Contract and shall indemnify and save harmless the City against and from all costs, expenses, damages, injury, or loss to which said City may be subjected by reason of

any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, or employees, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the RFP or the Principal's proposal shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract.
2. If pursuant to the Contract Documents the Contractor shall be declared in default by the City under the aforesaid Contract, the Surety shall promptly remedy the default or defaults or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the City within ten (10) days after receipt of a declaration of default of the Surety's election either to remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the City immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract.
3. Supplementary to and in addition to the foregoing whenever the City shall notify the Surety that the City has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within thirty (30) days of receipt of such notice, cause to be paid any unpaid amount for such labor, materials, equipment, or services.
4. It is expressly agreed by the Principal and the Surety that the City, if it desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.

5. The Surety agrees that other than as is provided in this bond it may not demand of the City that the City shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of the City to be done under the contract documents.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the legal successors of the City.
7. This bond shall be considered the same as a bond furnished under O.C.G.A. § 36-91-1, et seq., as amended, and all provisions of law pertaining to bonds furnished under said Chapter shall pertain hereto.
8. The Surety, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under this bond, shall be subject to the jurisdiction and venue of the Superior Court of Carroll County, Georgia. The Surety does agree, by execution of these documents, that jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which this bond is executed is to be accomplished within Carroll County, Georgia.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Title)

(SEAL)